



The Mysore Gazette.

Vol. 64.]

PUBLISHED BY AUTHORITY.

[No. 45.]

BANGALORE, THURSDAY, NOVEMBER 14, 1929.

PART VI.

PUBLIC ADVERTISEMENTS.

FOREST DEPARTMENT.

TUMKUR DISTRICT

Notification dated 10th November 1929.

It is hereby notified for general information that the right to cut and remove fuel trees in the undermentioned coupes of the State Forests of Kunigal Range in the Tumkur District, for 1929-30, will be sold by public auction by the District Forest Officer, on the 4th December 1929, in the Range Forest Office, Huliurdurga.

The sale will commence at 2 P.M. and will be subject to the confirmation of the District Forest Officer or the Chief Conservator of Forests as the case may be.—

Name of Range	Name of forest	Coupe No. and year	Area of coupe to be worked	Probable quantity of fuel available in forest	Distance from nearest Railway Station
Kunigal	Ujjini	IX of 1914-15	40 Acres	Tons 120	The coupes are about 17 miles from Maddur Railway Station.
		XI of 1916-17	190 "	570	
		XVIII of 1923-24	190 "	570	
		XX of 1925-26	190 "	570	
		XXI of 1926-27	190 "	570	
		XXII of 1927-28	190 "	570	
		XXIII of 1928-30	190 "	570	
		XXIV of 1929-30	190 "	570	
	Kemplapura	II of 1921-22	40 "	120	About 18 miles from Maddur Railway Station.
		VI of 1925-26	25 "	75	
		VII of 1926-27	30 "	90	
		VIII of 1927-28	39 "	120	
		IX of 1928-29	40 "	120	
		X of 1929-30	40 "	120	

N.B.—The contractor should make his own arrangements for the removal of fuel from the coupes and the Forest Department will not undertake any responsibility in the matter of opening of roads, etc. The quantities are only approximate.

2. Each bidder shall before he is permitted to bid, furnish a solvency certificate as under thangadi sale rules and deposit a sum of Rs. 50 as earnest money with the officer conducting the sale which will be returnable to him at the close of the sale if his bid is not accepted. The accepted bidder shall immediately after the close of the sale pay one-fourth sale amount less the deposit already paid, plus Local, Railway and Education cesses at the rate of 0-1-0, 0-0-3 and 0-0-6 per rupee on the full sale amount, failing which the right will be immediately resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may accrue by such resale or departmental working which will be recoverable from him as arrears of land revenue, but he shall not participate in any gain.

3. Defaulters to the departmental will not be allowed to bid at the sale.

4. All fuel yielding trees except those reserved by the department will be sold for a lumpsum amount for the whole coupe.

5. The District Forest Officer or such other Officer, conducting the sale, reserves to himself the power to accept or reject any bid without assigning any reason therefor.

6. The accepted bidder shall, within a week from the date of intimation regarding the confirmation of the sale, deposit a sum of Rs. 50 or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of the contract. He should also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below; failing which the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The coupes will be divided into sub-coupes of ten acres and work will proceed systematically in each sub-coupe before another is taken up.

The contractor should further bind himself to the following conditions:—

- (a) That he shall fell and remove the fuel trees purchased by him before the 15th June 1930.
- (b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe coppicing the stumps of the trees felled leaving the standard trees marked on the area intact along with all the trees less than one foot in girth, trees yielding Minor Forest Produce and all trees, shrubs thorny growths that are coming up within a radius of six feet from sandal trees and saplings.
- (c) That each consignment of fuel shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.
- (d) That if any trees, shrub or growth reserved by the department as noted in clause (b) *supra* is cut he shall pay a fine not exceeding Rs. 10 per tree.
- (e) That he shall abide by the rules of the department as regards the kindling of the fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.
- (f) That no operation shall take place in the forest after sunset and before sunrise.
- (g) That he shall not sublet the contract to any body except with the written sanction of the District Forest Officer.
- (h) That he shall have no right whatsoever over the coupe and over the fuel paid for but left unremoved in any of the coupes after 30th June 1930.
- (i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of any Forest Officer above the grade of guards.
- (j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter, may after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

K. REVANNA,

District Forest Officer.

HASSAN DISTRICT.

Notification dated 5th November 1929.

Tenders are invited for the purchase of the exclusive right of collecting Tangadi (Avaram) bark (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1929 to 30th June 1931 in the under-mentioned Taluks and Hoblies in the Hassan District so as to reach the District Forest Officer, Hassan District, not later than 12 noon on the 1st December 1929.

N.B.—Tenders may be given Talukwar or Hobliwar.

Taluks.

I. Arkalgud | 2. Belur | 3. Manjarabad | 4. Alur Sub-Taluk.

Remarks.—Includes produce on all Government unoccupied lands, Amrit Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Kayamgutta, Survamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—Removal of Kakke bark in plantations is prohibited.

The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

2. Each tender should be superscribed "Tender for the purchase of Tangadi and Kakke Barks" and should be accompanied by a deposit of Rs. 200 in currency notes which will be returned in the case of unsuccessful tenderers. Each tenderer should produce a solvency certificate from the Amildar of the Taluk in which he resides, in regard to his solvency.

3. Tenders from defaulters on account of previous leases will not be accepted.

4. The highest tenderer shall ordinarily be the purchaser.

5. The District Forest Officer reserves to himself the right to accept or reject the highest or any other tender without assigning any reason therefor.

6. The names of accepted tenderers will be put up on the Notice Board of the Office of the District Forest Officer, Hassan, and this must be accepted as sufficient intimation of the fact.

7. Within three days of the acceptance of tender, the purchaser shall credit into the Government Treasury, one-half of the total sale amount including the deposit of Rs. 200, together with local, railway and other cesses, *on the full lease amount* at the rates prevailing in the District. In default, the deposit already made will be forfeited and the right resold either by auction sale or inviting tenders. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of Land Revenue.

8. Within three days of the notice of acceptance of the tender, the successful tenderer shall execute an agreement, at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer, Hassan District, on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount whichever is less, for each unit, for the due fulfilment of the conditions of the contract, in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security, or both, the contract will be cancelled, all the monies already paid, forfeited to Government, and the right resold either by auction sale or inviting tenders, at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom, which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful tenderer shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

N.B.—(i) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(ii) A sample form of the agreement may be seen at any of the District Forest Offices.

9. The balance of the sale amount shall be paid in two equal instalments at intervals of four months, as follows:—

First instalment on or before 1st March 1930.

Second instalment on the 1st July 1930 or the next working day if 1st July 1930 is a General Holiday.

10. In default to pay the instalments on the due dates, his contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom, which shall be recovered as an arrear of land revenue, under section 79 of the Mysore Forest Regulation or any other law for the time being in force. Interest at 9 per cent per annum, will be charged on all arrears of lease amount permitted to be paid after the due date but before the resales.

11. No concession of any kind will be shown to the contractor for loss on any account. Further conditions to be entered in the agreement are:—

(a) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(b) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(c) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests, or the Conservator of Forests, Shimoga, as the case may be.

(d) The barked wood shall be the property of the lessee.

(e) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(f) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(g) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(h) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load, must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Forest Officer and fresh supply obtained.

NOTE.—(i) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(ii) Unused licenses and books remaining with the lessee on 31st July 1931, shall be returned to the District Forest Officer and before the lessee claims the refund of the security deposit.

(i) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent the occurrence of fires in the Forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(j) They will also be liable under the Forest Regulation, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1931, all bark collected and stored under the terms of the lease.

(k) Neither the lessee or sub-lessee, nor his employees, shall enter the State Forests either before sunrise or after sunset.

(l) No collection of the bark will be permitted in the State Forests during the fire season, i.e., from the 15th February to end of April of each year.

(m) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(n) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

12. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests or the Conservator of Forests, Shimoga, as the case may be. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale being recovered from him as an arrear of Land Revenue.

SALE OF STANDING TIMBER AND (DEAD AND DECAYING CASUARINA TREES.

Notification dated 5th November 1929.

It is hereby notified for general information that the right to cut and remove timber in the undermentioned Forests of the Hassan District for the year 1929-30, will be sold by public auction by the Range Forest Officer, Hassan, on the date and place and subject to the conditions mentioned below :—

The sale will commence at 2 P.M., precisely, and will be subject to the confirmation of the District Forest Officer, in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases.

Name of Range	Name of Forest	Kind of timber	Quantity C. ft.	Place of sale	Date of sale	Remarks
Hassan	1. Neraiamaradahatty District Forest.	Teak ..	200	} Hagare T. B. Hole-Narsipur T. B.	25th Nov. 1929	
	2. Hagare State Forest	Casuarina ..	10 trees			
	3. Gadenahally ..	Do ..	15 do		27th do	

N.B.—It should be clearly noted that the contractor should make his own arrangements for the removal of timber from the coupes and that the Forest Department will not undertake any responsibility in the matter of opening of roads, etc.

2. Each bidder shall before he is permitted to bid be required to furnish a solvency certificate as under the Tangadi Sale Rules and deposit a sum of Rs. 50 (rupees fifty) as earnest money with the officer conducting the sale; the deposit will be returnable to him at the close of the sale if his bid is not accepted. The person whose bid is accepted shall immediately after the close of the sale pay 25 per cent of the bid amount less the deposit already paid, failing which, the right will be resold or worked departmentally at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of Land Revenue, but he shall not participate in any gain.

3. Defaulters to the department will not be allowed to bid at the sale.

4. All timber yielding trees marked by the department will be sold kindvar for a lump-sum amount for the whole coupe.

5. Power is reserved to the Range Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale the person whose bid is accepted, shall deposit a sum of Rs. 50 (fifty) or 25 per cent of the sale amount whichever is less for each coupe as security towards the due fulfilment of his contract. He shall also pay within that period the remaining 75 per cent of the contract amount due by him and shall execute an agreement, on a stamped paper of proper value, accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked departmentally at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(a) That he shall fell and remove the timber trees purchased by him before the 15th June 1930.

(b) That he shall make the fellings of the trees in a methodical manner from one side of the coupe.

(c) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(d) That if any tree, shrub, or growth reserved by the department is cut he shall pay a fine not exceeding Rs. 10 per tree.

(e) That he shall abide by the rules of the department as regards the kindling of the fire and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(f) That no operation shall take place in the forest after sunset and before sunrise.

(g) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(h) That he shall have no right whatsoever over the coupe and over the timber paid for but left unremoved in any of the coupes, after 30th June 1930.

(i) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of fuel resulting therefrom and shall keep it open for the examination of the Forest Officers above the grade of guards.

(j) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of the contract enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

MAHOMED FIR,
District Forest Officer.

BHADRAVATI FOREST DIVISION.

Abstract Notification dated 26th October 1929.

The attention of the public is invited to the detailed notification dated 26th October 1929, published on pages 1253 and 1254, Part VI of the *Mysore Gazette*, dated 31st October 1929, regarding the resale of Honge seeds and leaves of Bhadravati, Tadasa, Hebbe, Muthodi and Umbleyle Ranges of the Division for the year 1929-30.

Abstract Notification dated the 29th October 1929.

Attention of the public is invited to the detailed notification of date published in pages 1276 and 1277 of Part VI of the *Mysore Gazette*, dated 7th November 1929, calling for tenders upto 4 P.M., on 15th November 1929, for the carting of timber in the Division.

Abstract Notification dated 4th November 1929.

The attention of the public is invited to the detailed notification regarding the sale of standing teak trees in the State Forests of Channagiri Range of the Bhadravati Division for the year 1929-30 published on pages 1275 and 1276, Part VI of the *Mysore Gazette*, dated 7th November 1929.

C. H. EAGLES,
District Forest Officer.

KADUR FOREST DIVISION.

Abstract Notification dated 21st October 1929.

The attention of the public is invited to the cane lease notification published on pages 1236 and 1237, Part VI of the *Mysore Gazette*, dated 31st October 1929. The sale will be held at Mudgere on 14th November 1929.

S. VENKATAVARADIENGAR,
District Forest Officer.

ENGINEERING DEPARTMENT.

MYSORE DIVISION.

Abstract Notification dated 23rd October 1929.

"Reference is invited to the advertisement published in detail in the *Mysore Gazette*, dated 31st October 1929, intimating the last date of tender for constructing an Ane across the Veeravaishnava river near Nelligere in Nagamangala Taluk."

N. G. KRISHNA IYENGAR,
Executive Engineer.

KOLAR DIVISION.

Dated 28th October 1929.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Kolar Division, up to 2 P.M., on 22nd November 1929, for constructing a compound wall with available burnt stones to Government Middle School at Chikballapur. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of June 1930.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Kolar, between the hours of 11 A.M. and 5 P.M.